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ABSTRACT

Focusing on the benefits derived from using plain English in business and technical writing, this document summarizes the presentations at a forum of Better Business Bureau council members. Titles of the articles and their authors are as follows: (1) "English: Number One Language of Business" (W. H. Tankersley); (2) "What Is Plain English?" (M. Yocum); (3) "The Past, Present and Future of Plain English" (C. Felsenfeld); (4) "The New York Experience...The Plain English Statute in Action" (P. Sullivan); (5) "How to Encourage Plain English" (T. A. Murawski); (5) "The Blurring of the English Language" (J. S. Fish); (6) "Plain English in Warranties" (D. A. Collins); (7) "Billing in Plain English" (S. J. Hughes); (8) "The Plain English Contract" (C. Felsenfeld); (9) "Using Plain English in Owner Manuals and User Guides" (L. L. Gray); (10) "How Plain English Pays Off in Insurance Policies" (R. Mathisen); (11) "Benefits of Plain English to Utilities" (J. Marden-Stephens); (12) "Plain English Helps the Financial Services Industry" (M. J. McGrath); and (13) "Plain English and Creativity in Advertising" (J. Chervokas). Copies of a sample promissory note in business jargon and its equivalent in plain English are appended. (SKC)

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PLAIN TENTH ANNUAL English WASHINGTON FOR BETTER Business

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A Summary of Proceedings

CBBB's Annual Forum Series

"Plain English for Better Business" marks the Council of Better Business Bureaus' Tenth Annual Washington Forum. This Forum, sponsored with the cooperation of the Office of Consumer Affairs, U.S. Department of Commerce, is a prime example of government and the private sector working together to explore an issue critical to a smooth-functioning marketplace—communication between buyer and seller.

Past Forums have included examinations of such areas as the ethnic marketplace, the older consumer, business self-regulation, and third party dispute resolution. The 1985 Forum on product counterfeiting garnered nationwide attention in focusing on a problem with a significant impact on our marketplace.

Highlights and excerpts from the sessions are offered in this report.

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English: Number One Language of Business

W. H. Tankersley
President, Council of
Better Business Bureaus

Welcome, ladies and gentlemen, to the Council's Washington Forum on the subject of Plain English. We are delighted to have as our co-sponsor the U.S. Department of Commerce's Office of Consumer Affairs.

When students at Oxford learned that royalties from Rudyard Kipling's books were netting him an average of 10 shillings per word, they conceived the idea of sending him 10 shillings, in return for which they wanted him to identify what he considered to be the most important word in the English language. Mr. Kipling accepted the 10 shillings and sent them a one word response "Thanks."

To you who have demonstrated your interest in today's important topic by coming to this meeting, I say simply, but sincerely, thanks.

While plain English doesn't always require such succinctness, it sometimes helps.

The word "plain" derives from the Latin "planus" which meant "level." Thus we talk plain when our intentions are on the level.

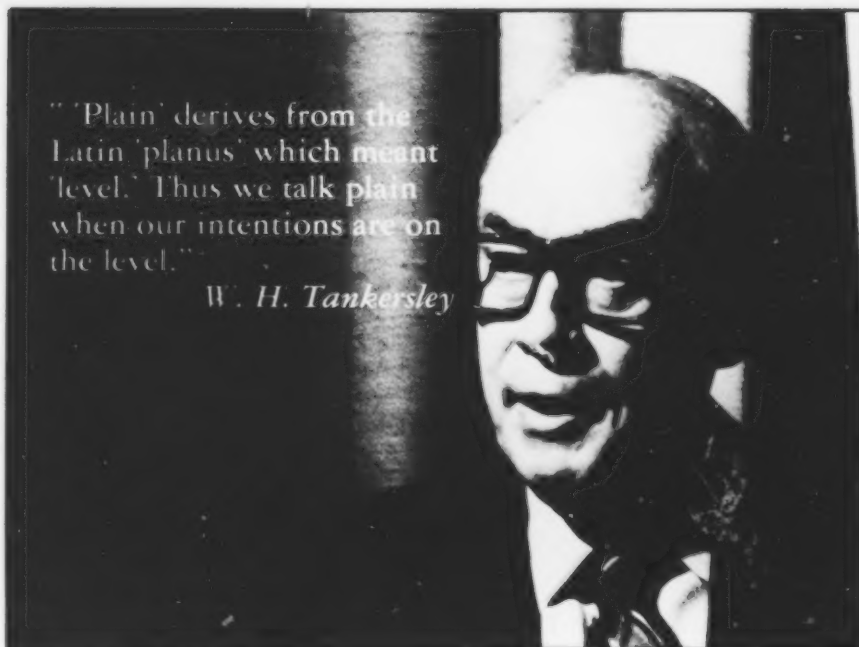
An antonym for clarity of language is babel. The Lord, in Biblical times, was said to have frustrated the building of a tower that would reach into heaven, by introducing among the men erecting it, a confusion of languages.

Today, when relatively small cities can boast local skyscrapers far higher than any dreamed of in Biblical times—the Biblical tale is accepted, mostly, as a metaphor. Any language less than plain does indeed frustrate the building of anything—including human relationships.

There comes a point in many human enterprises where words don't precisely represent the realities assumed. Expertly worded plans for a nuclear reactor dissolve into disaster. Agreements entered into with enthusiasm by all parties turn into blueprints for litigation. Ads, designed to increase a company's sales volume, stir up a hornet's nest of outraged consumer reaction or regulatory challenge.

"'Plain' derives from the Latin 'planus' which meant 'level.' Thus we talk plain when our intentions are on the level."

W. H. Tankersley



The direct relationship between plain English and better business can hardly be shown to better advantage than at the nation's 170 plus Better Business Bureaus.

In the experience of the Bureaus, the more precise and understandable the language, the fewer the complaints. Conversely, the use of abstract language, inappropriate comparisons, exaggerations, concealment of negative product features or price considerations, generate consumer reactions from merely temporary caution to the deep kind of cynicism that sparks consumer activism.

We know, of course, along with Voltaire, that "one great use of words is to hide our thoughts." It is not, fortunately, the primary use. The far greater use, one that involves the survival of our species, is communication—communication that is available to all, communication that offers the least possible hindrance to understanding.

For us, whose dealings are primarily in English, the degree by which we fail to express our business in plain English is also the degree by which we contribute to the meaninglessness of babel. Babel comes in many forms: medicalese, legalese, educationese, federalese and computerese—all varieties of the linguistic contamination known as gobbledegoose.

Incidentally, to use the word "plain" with English is almost a redundancy. When William the Conqueror invaded England in 1066, as head of a powerful

private business venture, he looked upon the native English language as one fit only for peasants: to him, it was without any literary pretensions, hence, grossly plain. But the language proved to be adaptable enough to assimilate into itself much of the best of Norman French, Latin, and Greek, plus words from about a hundred other languages. English today is the number one language of business throughout the world.

English has the most flexible grammar of any world language. It has the most extensive and varied vocabulary. Yet its simplicity for plain, easy-to-learn speech led linguistic scholar, C. K. Ogden, during the 1930s, to develop a complete mini-language of English called basic.

Basic English is, to quote Ogden, "a careful and systematic selection of 850 English words which . . . cover those needs of everyday life for which a vocabulary of 20,000 words is frequently employed." All the words are common, "and more than 600 of them are constantly used by any English or American child of six."

So, whether we settle for the limited-range vocabulary of Ogden's 850 words or reach out for the more than half million choices in today's dictionary, we can, in either case, express our thoughts in easily understood plain English. Unless, of course, as suggested by Voltaire, our aim is to hide our thoughts, not to communicate them.

What Is Plain English?

Martha Yocum

Acting Director, Office of
Consumer Affairs, U.S. Department
of Commerce

One of the most well-known advocates of plain English is Secretary of Commerce Malcolm Baldrige. The Secretary began his campaign for clarity in 1981. His advice to employees was, when preparing a letter for the Secretary, be clear and be brief. He also implored his letter-writers to write simply and directly, and to always tell the reader whether you are saying yes or no to the question that they asked you.

The government is probably almost always most criticized among other groups for using gobbledegook, and that only other government employees can understand what some of the acronyms and words mean.

Secretary Baldrige, in demanding clear writing from his employees, issued a manual for better writing that included not only his preferences for style, but also his forbidden word list.

For example, do not use nouns or adjectives as verbs. Do not use "to optimize" or "to finalize." Do not use imprecise words, such as "hopefully," and avoid redundancies, such as "serious



"The government is probably almost always criticized among other groups for using gobbledegook . . ."

Martha Yocum

crisis," or "enclosed herewith," or maybe even "plain English."

The Secretary was not alone in his plain English campaign within the Department. There were other offices working on it as well, one of which was the Office of Consumer Affairs.

This office led a conference in 1983 on the productivity of plain English, has produced a case study book on successful corporate case studies, a slide show with the American Gas Association, and the newsletter "Simply Stated in Business."

The Department's administrative

rules and regulations have also been written into plain English, and most of the employees have had training to improve their writing.

For these efforts Secretary Baldrige received the 1985 Word Watch Award for Literacy from the group called PLAN, which stands for Push Literacy Action Now. This group is dedicated to solving the problem of adult illiteracy.

The activities I have mentioned sparked our interest in cooperating with the Council of Better Business Bureaus to sponsor this conference.



The Past, Present and Future of Plain English

Carl Felsenfeld
Professor, Fordham
University Law School

The plain English movement began on January 1, 1975, when Citibank of New York introduced its first simplified promissory note. (See pp. 23-25.)

Before that, when a bank needed a legal form it called its lawyers, telling them what it wanted. For example, if a bank wanted to lend money to a business or to a consumer it would ask its law firm for a promissory note. A lawyer would go to the firm's precedent files, find where this type of document had been last used, and then pull it out of the file.

Then the lawyer would think about what his client had said to him, and would add to this promissory note whatever special requirements were needed for this deal, and out would come a new promissory note. Lawyers have always been better at adding than subtracting.

Prior to January 1, 1975, no thought was given as to whether it was a simple transaction or a complex transaction. You asked for a promissory note and you got a promissory note.

A small group at Citibank in New York thought it might be a nice idea to help the consumer, and put out a form that was particularly adapted to small loans, typically hundreds of dollars rather than thousands, or millions.

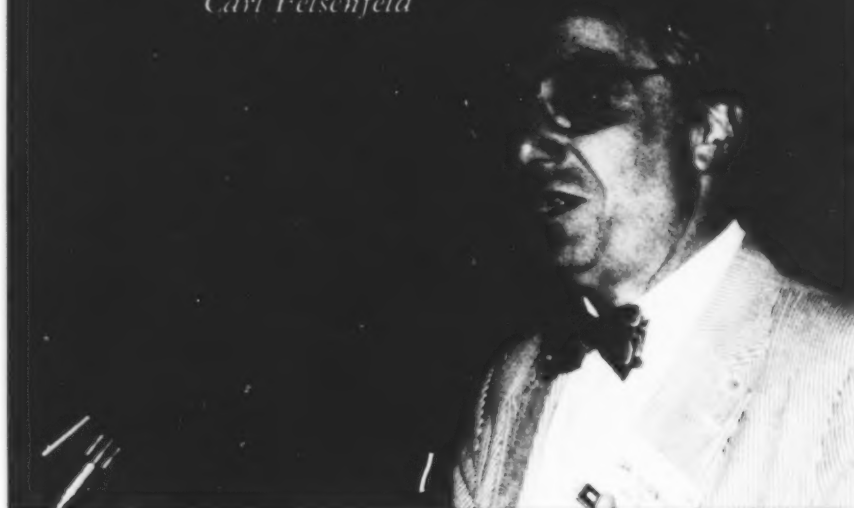
This new promissory note took a year to go through the processes at Citicorp before it was introduced on January 1, 1975. It was a very simple, clear, and relatively attractive form.

It hit the world like a bombshell. To me, it was basically the drafting of a new form, but the TV cameras were there, the press was there and consumer representatives were there. Suddenly people began to realize that maybe we didn't have to go through this enormous lawyers' exercise for transactions that were basically simple in form. And everybody looked and wondered what would happen.

Freshman Assemblyman from Yonkers, New York, Peter Sullivan, thought that if this was a good idea for Citibank,

"The first plain English contract hit the world like a bombshell."

Carl Felsenfeld



it might be a good idea for a wider group.

He subsequently introduced a bill in the Albany legislature that held up the Citibank promissory note as a model form for everyone to use. Shortly after introducing this bill Peter replaced it with a better bill that said, all consumer documents in New York, including promissory notes, must be written with words of plain and everyday meanings.

This was a little closer to something desirable, but it still struck me as an

opportunity for the government to look over our shoulders as we wrote forms.

The lawyers in New York were even more vociferous in their opposition, and said, how will you ever know whether a word has a plain and everyday meaning? Every contract will be in court, and you will never know whether you have something that is valid or invalid. But the bill passed and became the first plain language law in the country.

The beauty of this bill was that it had a very low penalty level. There were very few, and not very heavy, penalties, if one wrote a contract that did not comply with the law.

What this did was create an atmosphere where it was the law that one write simply, but one would not be destroyed if he did not write simply.

Every major institution in New York went back to the drawing board and rewrote their forms as simply as they felt they could. Some were quite simple, some were relatively complex, some were criticized by consumer representatives for not being as simple as they might be, but there was a marked improvement in the form of documents in New York.

Similar bills subsequently were introduced in 35 states, but the opposition of the lawyers was so intense, that only six other states in the United States passed laws similar to New York's.

The insurance industry was the first



Peter DeLoach, senior vice president & general counsel, General Foods Corporation, was program chairman.

major industry to pick up the idea of simple English. It wrote a model, plain English statute, which had much greater success in the legislatures than did the generalized plain English law, and is now the law in approximately 30 states.

We have lived since 1975 with the Citibank promissory note and since 1978 with the New York statute. What has our experience been with plain language laws?

Have the fears of the lawyers been justified that we are destroying a traditional legal system? I can state categorically that there has not been a problem. There has been next to no litigation in the state of New York under its statute and there have been very few enforcement actions.

Where there has been a problem is under the more traditional contracts that have been perceived as misleading, incomprehensible, uncommunicative—contracts that have not told the consumers what they are up against. The courts have been more inclined than they ever had been to take out gobbledegook because it doesn't represent the true meeting of the minds between the two parties to a contract. Their rationale is that if language can't be understood by one of the parties how can that party be held bound to a contract?

So where are we today in the plain

English movement? Insurance contracts are largely required to be plain while most other contracts are largely not required to be plain. But this does not mean that the movement has gone away. What has happened is that the enthusiasm that the first Citibank note, followed by other notes and followed by the Sullivan legislation, engendered, has become more and more acceptable to at least the large creditor organizations in the country.

"The need for using clearly understandable language with consumers and with businesses will expand, particularly as businesses get larger . . ."

One finds ripples from this movement almost everywhere one looks. Over two-thirds of the accredited law schools in the United States have courses in writing, something they didn't have before. Lawyers are bringing to the documents they take to court a much greater freedom of style, a much greater sense of clarity, because courts, too, are consumers. One does see, however, in many of the smaller institutions the use of archaic forms.

What is the future of plain English? There are a few clear signs, one in the financial field. We have already entered into a period of substantial deregulation of financial institutions. As a result, banks are introducing all sorts of investment plans for consumers. It is a thorough area of confusion to all of us who haven't the vaguest notion of where to put our monies, being bargained by all of these special deals. What is being recognized is that the documents have to be clear if anybody is going to understand how to deal with the financial institution and the customer is to have any validity and any sustainability, when it comes to a test in court.

Another area we are moving into is computerese—how to read a computer. Linguists are investigating whether clear language has a special meaning when dealing with computers, different from what it has on the written page.

As to legislation, I see comparatively little occurring.

The need for communication, however, is clear. The need for using clearly understandable language with consumers and with businesses will expand, particularly as businesses get larger, as they become international, and as different languages merge into the same business.

PLAIN ENGLISH LEGISLATION

IN CONSUMER CONTRACTS:

STATE	CITATIONS	STATE	CITATIONS
Connecticut	H. 5739 (1979)	New Jersey	A. 1860 (1980)
Hawaii	H. 721, Act 36 (1980)	New York	(C. 747, L. 1977) §5-702 General Obligations Law
Maine	H. 1427 (1979)	West Virginia	§46A-6-109
Minnesota	H. 616 (1981)		
Montana	S. 66 (1985)		

IN INSURANCE POLICIES:

STATE	CITATIONS	STATE	CITATIONS
Arkansas	§§66-3251 to 66-3258	New Jersey	N.J.S.A. Ch. 167, §§17B:17-17 to 17-B:17-25
Connecticut	H. 6444, L. 1979	New Mexico	S. 378, 1981 Laws
District of Columbia	§§35-532 to 35-536 (1985 Supp.)	New York	§142-a, Ins. Law
Florida	§627.4145	North Carolina	§§58-360 to 58-371
Georgia	§33-3-25	North Dakota	H.B. 1472, 1981 Laws
Hawaii	Ch. 431A	Ohio	§§5902.01 to 5902.08
Indiana	§32-1-3-7, amended; §§27-1-26-1 et seq.	Oregon	S.B. 389, 1979 Laws
Maine	24A §§2438 to 2445	South Dakota	H.B. 1315, 1981 Laws
Massachusetts	§2B, Ch. 175	Tennessee	Ch. 36-7, 1981 Laws
Minnesota	§72C.01	Washington	§48.30, 520; §48.44, 260 (written communications required under these sections must be in language readily understandable)
Montana	S.B. 333, 1981 Laws	West Virginia	§§33-29-1 to 33-29-9
Nebraska	§§44-3401 to 44-3408		
Nevada	S. 333, 1981 Laws		

The New York Experience . . . The Plain English Statute in Action

Peter Sullivan
New York State Assemblyman

In January 1975, as a newly-elected legislator, I was going through a massive pile of mail, looking at things and putting them in the basket, when I ran across Citibank's new loan agreement. I thought: "What a brilliant idea."

I took that form down to the Legislative Bill Drafting Commission, and I said, "I want a law that makes everybody have to do this." While the bill I subsequently introduced never became law it led to my working with Carl Felsenfeld and a number of others to evolve a second bill which did become law in 1977. But you have to realize the political context of this whole thing to really appreciate the bizarre nature of the circumstances.

I had been elected in 1974 and 1976 by the smallest margin of election of any Republican member of the Assembly, which was overwhelmingly a Democratic House.

The Chairman of the Consumer Protection Committee liked the legislation, and he reported it out of committee. When it hit the floor, they made a risk judgment in the Speaker's office. They said, "Sullivan's Republican friends in the Senate will kill this thing. It's simpler to give him the bill in the Assembly and let it die a quiet death in the Senate than to put our troops on the line, voting against a popular piece of consumer legislation."

And so, when the bill came to a vote the first time on the floor, it passed without a word of debate, and without a vote of opposition. Imagine the legal researchers who were trying to divine legislative intent by reviewing a record of the hearings of debate, and there was none. They were thunderstruck to have to go back to principals in the firms, and report that there was virtually no basis to develop legislative intent at that point.

Lobbyists, who subsequently were violent in their opposition to it, came over and patted me on the head and said, "Nice work, kid, you got your bill,"

"The law is relatively brief . . . has not established impossible standards . . . and is meant to encourage voluntary compliance."

Peter Sullivan

figuring that it would die in the New York State Senate. But through a series of quirky events, I managed to get the bill reported out.

We made a series of amendments to the bill in the Senate and the bill passed to the dismay of groups from one end of the state to the other. I'm a Republican conservative, and a stockbroker, and the groups you would normally think I would have a very close alliance with—the banks, the real estate interests, the Business Council of New York—they were my enemies. The labor unions, the student associations, the senior citizens

groups, the consumer groups, were my allies.

Initially, there was no effort made to comply with the law. In fact, even though the law became effective in June 1978 a substantial effort was made, with the 1978 session, to remove its application—first, to appeal the whole thing and make it go away and second, to exempt real estate transactions. But these efforts failed and even those who opposed the law were required to comply.

The law took effect, and what did people say about it afterwards? "The New York law should serve as a model for plain language legislation throughout the country. This is so for a number of reasons. First, the law itself is relatively brief and to the point, has not established impossible standards, is not unduly restrictive, and unlike most other plain language bills we have seen, is itself drafted in plain language.

"Second, it's a law which is meant to encourage voluntary compliance, rather than bludgeon the business community into submission by the threat of unreasonable and unrealistic penalties.

"Third, contrary to the position taken by many attorneys in New York State, I believe the absence of very specific standards in the law gives it a much-needed flexibility, which will allow reviewing courts to take a common-sense approach to cases brought under it."

I couldn't have said it better myself. That was a letter from an attorney for Montgomery Ward, who had been



among the people who had been strident opponents of the legislation.

So, where does all this leave us today? One of the things that has happened is that some of the contracts are longer. Sometimes the process of explaining what you mean takes a little bit longer.

"It is important to recognize that plain language doesn't necessarily mean that you end up with a terrific document."

One of the best products of this effort is the Citibank mortgage. It's four pages long—one page for the property description, one page for the terms, one page for the execution, and one page to record it. Yet ironically, some savings banks in New York are now using 20-page mortgages. It is important to recognize that plain language doesn't

necessarily mean that you end up with a terrific document. It also wasn't our intent to try and provide more than understandable communication in the contract.

We found, for example, in the case of apartment leases, that in the process of rewriting them, some leases became less favorable to the tenant. They would put in provisions such as, "The tenant shall pay the rent when due, without any deduction, even when allowed by law." That provision, I've got to believe, has been enforced somewhere, by some landlord, against some tenant who didn't know any better. Some of these abuses, we have attempted to deal with, but, you know, again, you have to write another law to do it.

Generally speaking, the compliance in New York has been pretty good. We have surveyed firms from time to time and asked them to send us samples of their before-and-after contracts, everything from car rental forms to mortgages and things like that, and it has really been fascinating to review it.

What would I have done different, if I had had it to do over again? I wouldn't have put a \$50,000 money limit in here. In White Plains, where I live, a

single family residence average sale price today is about \$235,000. Now, how many mortgages do you think are going to have to be covered by a plain language law like this? I would like to have covered insurance by the law. But from a tactical perspective we thought that would be unwise.

"What's the next step? I would like to see action that would provide unified standards . . . some degree of uniformity across the country."

What's the next step? I would like to see action that would provide unified standards, so that businesses and consumers could reasonably expect to have some degree of uniformity across the country. This would be possible through either enactment of a national law or by action by the Commissioners of the Uniform Commercial Code.

How to Encourage Plain English

Dr. Thomas A. Murawski

Too many people write for their own convenience as writers, when they ought to in fact write for the convenience of their audience. They ought to crawl out of their own socks and into the socks of their audience before they start to write, and ask such questions as:

- What is your main purpose?
- Who are the key readers?
- How will they use what you say?
- What is your relationship with the readers?
- How unusual is your information?
- How much do your readers know already?
- What will make it easy for them to understand or act?

Perhaps the most consistent violator of these rules is the form letter. I have no quarrel with form letters. Use them, but do two things—A, craft them initially, to make sure they're answering

the mail, and B, review them periodically to make sure they continue to answer the mail.

When answering business mail get to the point at the top of the letter. Avoid the mystery story approach of building clue by excruciating clue. Make your bottom line the top line.

How do you find what ideas should go early? Well, much of what we write is short and simple enough to have one sentence more important than any other. Find that one sentence you can keep, if you can keep only one, and get it out early.

Also remember to put important ideas at strong places in the letter—such as either the beginning or the end of the letter. If you have a weak idea put it in the middle. A strong idea put in a weak place is not good.

When a communication includes the publication of a long document put the summary first, not at the end. A 1962 study found that 100 percent of the managers read the summary. Just over 50 percent read the introduction and less than 25 percent read the body of the report.

When it comes to delivering bad news you may need to ease into it but don't take too long, or people will get

false hope that things are okay.

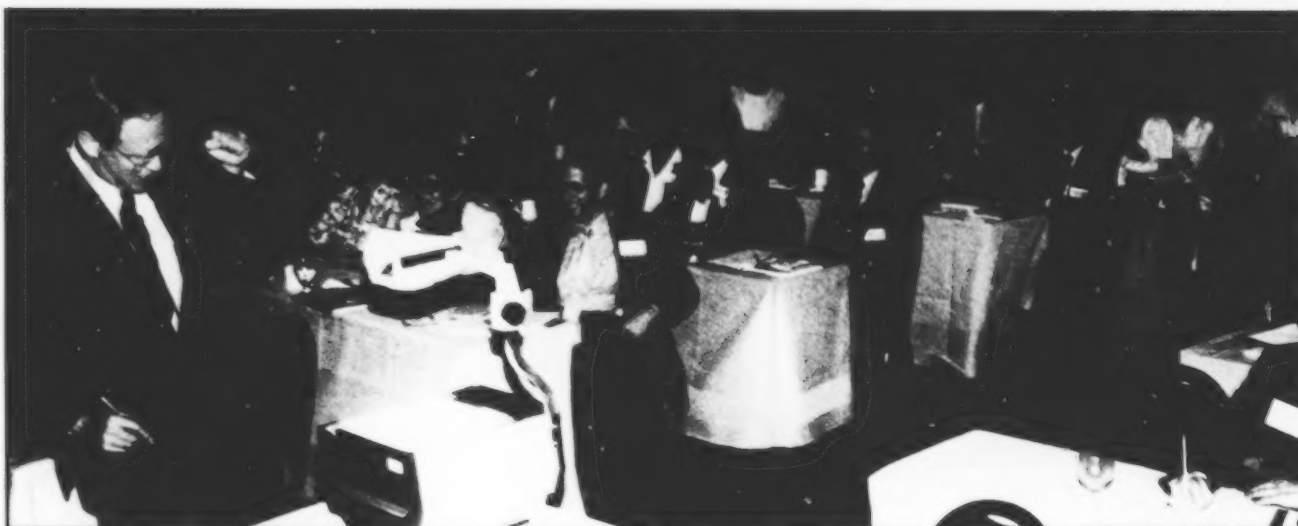
The two forms of mechanical emphasis I just love and don't see enough of are headings and lists.

Headings are of two kinds, generic and informative. The generic heading is one of two vague words—background, discussion, useful up to a point. The generic heading takes a few words and doesn't say, "Form 57," it says, "How to fill out Form 57." Use more headings, and make them informative, not merely generic.

In the abstract, you can overdo lists. But in practice, I never see that occur. In practice too many people write dense, patterned, narrow paragraphs that could be broken into lists. Look for opportunities to add the white space, the breathing room, by using more lists.

I'm saying plain English for better business involves thinking about your audience, thinking about organizing to get to the point, and thinking about forms. It involves writing as if speaking, for which I offer the following six tips:

1. Think of writing not simply as words on paper, but as speaking from a distance. See your readers sitting across the desk from you.



Dr. Murawski's lesson on plain English enlightened and entertained forum participants.

2. To achieve the spoken style use personal pronouns. "We," "us," "our," usually to refer to the company—"I," "me," "my," when you are referring to yourselves. Use lots of "you" and "your" to draw the reader into the writing.

"In business writing how you say something can be more important than what you say."

3. Use small words whenever possible. The size of your vocabulary is less important than your skill in manipulating the words you already know.
4. Use more contractions. Sometimes your products are so formal that contractions would be out of place. Those situations are very rare.
5. Keep sentences short.
6. Ask more questions.

In business writing how you say something can be more important than what you say.

When feelings are involved, one misused word can make an enemy, so you, many times, have to pay careful attention to tone.

Also be careful about saying too much. You can be wordy in two ways. First, by giving your readers more ideas than they need, and second, by giving those perhaps needed ideas more words than they deserve. Be ruthless towards your own writing. Your best weapon in the war against wordiness is your attitude—

your willingness to strangle every paragraph, every sentence, every word. To be easy on your readers, you must be hard on yourself.

As managers of writing, are there places where you could cut out writing? Are you getting reports every week that you could just as easily get every two weeks? Are you making the staff do some writing that it just doesn't have to do? The first rule of good writing is, don't write unless you must.

Examine the way you produce writing. Do you have too many people in the review chain as the thing goes up for signature?

As managers, are you giving good guidance to your staff? Give them tight

instructions about content, about the emphasis, and about the deadlines. Be realistic about the deadlines. Don't let things sit in the front office for two weeks before you finally fire them off to

"Be ruthless toward your own writing. Your best weapon in the war against wordiness is your attitude—your willingness to strangle every paragraph, every sentence, every word."

the trenches to be answered in three days.

You are not just managers. I believe you are also teachers and managers, and I encourage you to share with your staff the things that have worked for you.

Praise superior writing. But avoid bogging down in too much line editing. Keep the criticism specific. What do you mean by a question mark? Avoid exclamation points. It's more heat than light, and it really irritates writers, who if they're any good have an emotional investment in their writing.

Also, try to ask non-threatening questions—should this go up there, or whatever it could be.

Improving your staff's writing is not a one-shot deal. It's a process, and it needs periodic reinforcement. Some companies offer writing courses and honor staff who display the most improvement in their writing.



Dr. Susan Solomon, special assistant for public liaison, Office of Public Affairs, U.S. Department of Commerce, introduced Dr. Thomas Murawski.

The Blurring of the English Language

James S. Fish

Dean of the Graduate Program
in Business Communication,
College of St. Thomas

Students of English are better able to pinpoint when we started to complicate our language, and which segments of our society were responsible for the ever-increasing blurring of our English.

I think it started after World War II. Government was one of the culprits, as the sheer size of departments, agencies and commissions, and everything else about Washington, multiplied.

The compounded growth of MBA's in the business arena simultaneously brought a whole new language to the business scene. I can remember General Mills when we didn't have any MBAs, and we spoke plain English. Now, I find a lot of obfuscation of the language in the college environment, each developing its own special language or jargon.

Today, the movement seems well under way toward bringing America's business communications back to a semblance of plain English. At the College of St. Thomas, we have found in our contact with the business community that there is great concern about the relatively poor writing capabilities employees bring with them, in particular

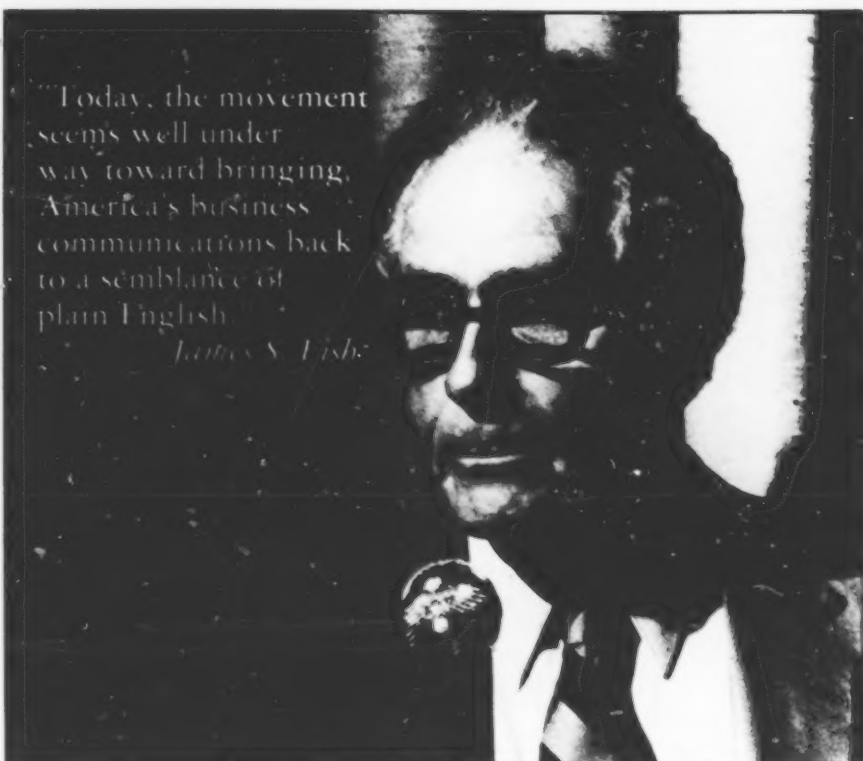
"A cake recipe translated into business language might have phrases like this: 'Interfacing the ingredients in a given time frame and making sure the infrastructures are smooth.'"

those in business, computer, and engineering areas. We find much evidence that the ability to communicate simply and forcefully, whether in writing or on one's feet, is an important consideration in career advancement.

The use of jargon in business communication is of particular concern. Some modern day examples of jargon include legalese, computerese and MBA-ese.

"Today, the movement seems well under way toward bringing America's business communications back to a semblance of plain English."

James S. Fish



A dictionary definition of "jargon" is: "The technical or specialized vocabulary or phraseology used among themselves by the members of a particular profession, sect, or similarly restricted group." Today, every subgroup of the business community seems to have its own jargon, or "ese," understandable, we hope, by those in those groups, but largely unintelligible to the outsider.

Doreen Tarakama, a Twin Cities business writer, gave some of her thoughts as to the use of jargon and current buzzwords. "It's insecurity," she said flatly. "Jargon is like a pacifier. People feel that they are not in if they let go of it. Sometimes," she added, "the insecurity is tied to a bit of snobbishness. The use of insider language is a way of shutting others out, just as teenagers do with their private language." Tarakama added that one of her hardest jobs as a teacher of business writing is to get her students to stop leaning on jargon to make themselves sound professional and profound.

Euphemisms also have softened the language, and in their own way gotten us away from plain English. According to the dictionary "euphemism" stands for "the substitution of a mild or roundabout word or expression for another, felt to be too blunt or otherwise distasteful or painful."

Business euphemisms are turning up everywhere—in annual reports, employee publications, personnel manuals, news releases, and even in classified advertising.

A cake mix recipe translated into business language might have phrases like this: "Interfacing the ingredients in a given time frame and making sure the infrastructures are smooth."

Four-letter words are giving way to organizational sweeteners. For example, businesses don't use the word "fired" but rather use "negative career development," or "discontinued." We see "planned attrition" for "ban on hiring," "support staff" for "secretaries and clerks," "misappropriation" for "larceny," and on and on.

A new brand of creativity has emerged as we seem to seek these new words and phrases to cope with what was formerly simple, often one-syllable, plain English.

Rather than spend all my time looking distastefully at what euphemisms and jargon have done to our language, let me point up a bright spot. More and more special fields are developing their own glossary of terms which can help the outsider know what is being written or discussed in an alien area. More of the texts we use, whether in media or marketing research, sales promotion, advertising or public relations manage-

ment, have a well-prepared glossary of terms in the back. We try to check a textbook to see if it does have that. I would suggest you consider including a glossary in your guidebooks.

All of us have contributed to a growing density of our written and oral expressions. We have come up with shorter sentences, but we have substituted longer, multisyllabic words, which in many cases have truly obfuscated meaning. Pretentious diction, jargon, doublespeak, the use of euphemisms, all have had their part in our getting away from plain English. Business has been as guilty as any of the other professional fields.

The good advertising writer accepts the discipline of understanding the audience to which the message will be addressed. Understanding the consumer is probably the most important basic need they face. In advertising, the ability to combine sight and sound with the written or spoken word is essential in the clear transmittal of the message.

One of the greatest training grounds for writing is copy writing for mail-order catalogs. You have one little paragraph to write everything you can about that, hopefully to persuade somebody, along with the picture there, to send in their \$7.95 to get that particular thing.

Business correspondence has come a long way from the old clichés of, "Yours

of the 1st inst. rec'd," et cetera—but we all still seem to be intimidated by the business letter. Instead of talking as we would face to face, we feel we must write in a pompous, wordy, unclear language. Often we feel we have to fill up that page or more when just a few selected sentences would do the job, and better. I think we should get shorter forms of paper, so a page appears full when it's only half as much as you would get on an 8½ x 11 page.

I have been amazed, or maybe it's amused, at business people who still cannot dictate a letter. They have to first write it out, and in a style not their own.

Business reports represent another area of concern. How sorely we need to teach people, in all aspects of our life, to do better reports. The person who can do a report, with a succinct summary up front, with actions to be taken, and backed by a well-organized support section, is indeed a jewel to be cherished.

The financial area also needs help. Shareholder correspondence, releases to the financial community, quarterly and annual reports have improved in appearance, quality of paper, and printing. But how many of them really express clearly what the reader needs to know about that company? I realize that here is an area where some people feel that design obfuscation is essential to cover up performance deficiencies.

The need for better work and product instructions is also evident all around us. We have all had experiences with a new microwave oven, a VCR, a new automobile, a lawnmower, or even a recipe, which have left us befuddled. The involvement of the consumer in testing instructions before they are released is one sure way to improve overall consumer satisfaction.

When I worked at Betty Crocker Kitchens a number of years ago we found engineers could design good products,

"The person who can do a report, with a succinct summary up front, with actions to be taken, and backed by a well-organized support section, is indeed a jewel to be cherished."

but they didn't necessarily know how to explain their operation to the ultimate user. We also found out that people seldom consult an instruction book until something goes wrong, and they can't fix it. The first thing they want to do when they get it out of the box is start using it.

My recent experiences with some new high-tech appliances and electronics suggests to me that consumers were never given opportunities to test the usage instructions. You try to go through them, and you have to go to a page here, and back there again, and we have given up on it. I also strongly suggest that, wherever possible, put the simple, bare-bones instructions right on the piece of equipment. On a lawnmower, for example, have a decal that tells you whether to use straight gas or a mixture with oil.

I also want to mention the importance of using appropriate illustrations in conjunction with the written word in instruction booklets. And typography is very important, if you expect your instructions to be read. The idea that, if you make them all caps, that's going to make them read better than if they're upper and lower case, isn't necessarily so.

The visual explanation, coupled with the right words, is a surefire way to assure consumer satisfaction. Again, it is a combination of clear, plain English with visual support to get the job done.



Plain English in Warranties

David A. Collins
Senior Counsel, Legal Staff
General Motors Corporation

Last night, I listened to a radio show about the late Willie Sutton. He was a terrific bank robber—well, maybe not such a terrific bank robber, because he got caught, and spent most of his life in jail. When he was released, fairly recently, he was promptly hired as a consultant on bank security by a bank, I guess on the theory that the best protection against the work of the devil is the service of a good sinner.

I'm sure it was in that spirit that the Council of Better Business Bureaus invited me to address you today on plain English and warranties. Actually, warranties are not as bad in this regard as they used to be, and I submit, not as bad as their current reputation. They still contain vestiges of gobbledegook and blather but I don't think it's the fault of the warranty writers.

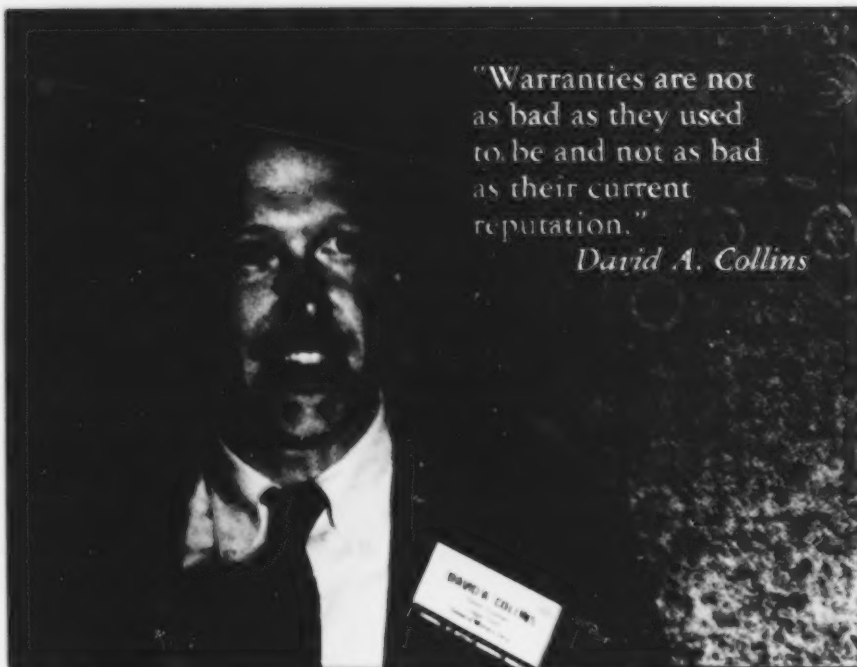
Lawyers use gobbledegook and blather for a number of reasons. One of them is that plain English is an expression of clear thinking, and sometimes lawyers don't want people to think clearly.

It is sometimes to a lawyer's advantage and to his client's advantage to have the audience bewildered. There is an adage that I think all lawyers are familiar with—when the facts are on your side, argue the facts, and when the law is on your side, argue the law, and when neither the facts nor the law is on your side, just argue. That is a source, I think, of blather in our profession.

Another source of blather is of a somewhat more innocent variety, and that is, lawyers, like other professionals, fall into patterns of sloppy talk and careless speech that I think is taught them in their professional training. It takes training to shed those bad habits.

But there is a third explanation for gobbledegook by lawyers in legal documents, and that is the kind of gobbledegook that is mandated by law. The laws don't set out to mandate gobbledegook, but they nonetheless accomplish that, and they are not good laws. In fact, to that extent, they are bad laws.

But I want to demonstrate to you that warranties contain vestiges of gobbledegook because they have to under law.



"Warranties are not as bad as they used to be and not as bad as their current reputation."

David A. Collins

The first operative law on the subject of warranty is the Magnuson-Moss Act, which was a noble effort by Congress to bring some sense to the subject of warranties.

The Magnuson-Moss Act says that warranties must be in clear and readily understood language. Yet while the majority of the writing in most warranties now meets this obligation, these same warranties almost always contain a section of "vintage gobbledegook."

The language, though, unclear as it is,



in that section is virtually unavoidable. That is because of the second body of law on this subject—the Uniform Commercial Code, UCC for short, which has been enacted with slight variations in virtually every state in the country. Louisiana operates on its own system of law, without the UCC, and they're probably better off for it.

But the UCC, in my judgment, mandates gobbledegook, and here is how.

Assume for a moment that there was no warranty at all with a product, a consumer product, say, a car—no written warranty at all. The UCC is the statute that says that there are, nevertheless, several implied warranties that cover the product. One is the implied warranty of merchantability; another is the implied warranty of fitness for purpose. Without boring you with how those warranties work, it is enough to say that they exist in spite of the silence of the seller. They exist by operation of law, and under them, if there is a serious defect, not defined in the statute, then the buyer is entitled to his money back. This money-back provision is called a remedy.

That is an unwelcome remedy, from the manufacturer's point of view, and all manufacturers seek to escape that exposure, to the extent that they are permitted, and the UCC does permit some escape.

The UCC says, first, that a manufacturer or seller can avoid that harsh remedy, the buy-back remedy, if there is

a contract with the buyer, and if the contract provides a different remedy. Then that different remedy, under the UCC, becomes exclusive, but only if the contract says it is exclusive.

So one of the things you have to do if you are a manufacturer or a warrantor of any kind is use the words, "exclusive remedy." Nobody knows what it means, least of all consumers, I think, but it is terminology that has to find its way into a warranty disclaimer, and it does, in all warranties.

The UCC also permits a warrantor to escape the implied warranty of merchantability, and the implied warranty of fitness for a particular purpose, by disclaiming those.

Now, the Magnuson-Moss Act limits the extent to which you can escape those, if you are a warrantor. It says that you can escape them only after the expiration of your written warranty, but nonetheless it is useful for warrantors to try, to whatever extent is permitted by law, to disclaim those warranties. But to do that, the UCC says that you have to mention the word "merchantability,"

even though, of course, nobody knows what that word means, and you have to mention the term, "fitness for an intended purpose." Those terms find their way into these disclaimers, not because we couldn't think of a better way to say it, but because the UCC says that is what we have to say.

Finally, the implied warranties that manufacturers are so eager to escape permit, as one of their remedies, the recovery of incidental and consequential damages. Elsewhere in the UCC, there are provisions for escaping that as well, but again, only if you say that you are disclaiming incidental and consequential damages. Again, consumers, of course, are left in the dark. They don't know what an incidental and consequential damage is. In fact, the law hardly knows what those terms mean.

Nevertheless, to escape that exposure, you must use those terms. The FTC has chipped in, under the Magnuson-Moss Act, with some regulations which go so far as to prescribe complete sentences that have to find their way into these warranty disclaimers. Beyond that,

the FTC regulations do require the use of these same cumbersome, archaic, and mysterious words.

So, taken in tandem with the FTC regulations, the following terms have to be in a warranty. You have to say, "implied warranties;" you have to say "merchantability;" you have to say "fitness for a particular purpose." You have to use the term "limited duration." You have to use the term "exclusive remedy," and "incidental and consequential damages."

Given those constraints, there is no way to avoid that last vestige of gobbledegook.

The underlying problems are that the concepts that are being disclaimed, the underlying concepts of implied warranty, are themselves mysterious, bewildering, and unknown to most consumers. Therefore, the law doesn't describe those underlying concepts in plain English. I don't think it is possible to disclaim gobbledegook with plain English, so we disclaim it with more gobbledegook. I don't think this does a good job of communicating to consumers.

Billing in Plain English

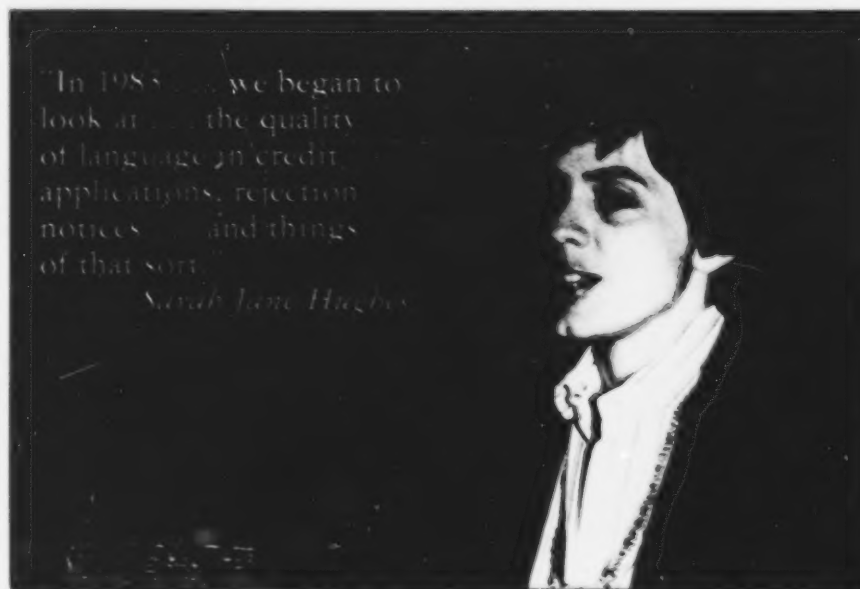
Sarah Jane Hughes
Staff Attorney
Federal Trade Commission

The Federal Trade Commission has come rather late to the recognition that there are values and costs in trying to put its own requirements, and to interpret other requirements, in plain English.

My introduction to the plain language issue came in early 1976 when the former *Washington Star* newspaper printed a clause of an FTC rule in its gobbledegook column.

The clause was from a rule that had just come into effect, and it had all of the bad attributes of the state and federal requirements for warranties, and had the further problem of being confined in space. It was total gobbledegook.

Subsequent to its appearance in the gobbledegook column, we began to receive a series of letters, increasingly strident in tone, from consumers and business, from form printing companies, and others, complaining about this clause, and also bringing to our attention the fact that we certainly could do a



lot better than we had done in the language that we require.

While the lessons from those letters were not learned immediately, by late 1977, I was assigned to review a number of FTC-mandated disclosures, and to attempt to rephrase them into plain English.

We began working with the Document Design Center, and with others in

the field, to probe how we might make adjustments. We haven't made very many of them yet, but a couple of changes are pending, along with some other amendments to the rule itself.

In 1983 we embarked on a project to review a whole host of credit communications, to see whether we could identify ways that we could encourage, not require, creditors to improve the quality

of their communications. We began to look at issues such as the quality of language in credit applications, the quality of language being used in rejection notices or in letters communicating different terms than the terms that the consumer had applied for, and things of that sort.

We also noticed, at just about the same time, that huge numbers of consumers were complaining that they had no protection under the Fair Credit Billing Act. For some reason, they had neglected to follow one of the technical steps that they needed to trigger its protections. That means that you have to respond in writing when you have a billing error on a credit card account. You have to write within 60 days of the date the statement that contains the error was mailed to you. You have to provide your name, address, account number and anything that would help the credit card issuer to identify the dispute that you had, and to be able to trace backwards, and to find its source, if at all possible.

The credit billing problem was brought home to us when we announced a consent decree with a major New York retailer, and subsequently held a press conference in New York, to which a number of consumer reporters from newspaper and television stations were invited. Almost none of them, we discovered, could articulate the technical

steps for filing a billing complaint.

We began to think that there were undoubtedly a number of issues that might be communicated to the smaller businesses, people who don't have access to sophisticated credit counsel, or to people who have been following these developments. We came up with a number of issues that they might consider, the first being that they needed to

"We have made a number of recommendations about improving the quality of the model forms at the Federal Reserve, for the Equal Credit Opportunity Act, and the Truth in Lending Act . . ."

plan and rethink the organization of these documents. They needed to use where possible and not otherwise constrained by federal or state laws, the clearest language that they could, and they needed to put their prose in more personal terms.

They also needed to pay fairly careful attention to certain key design elements: the amount of white space on a document, the size of the type, the use of

color and of boldface type, or of all capital letters, as methods of emphasis. Some of these, by the way, are also mandated by state laws or by federal laws, and which further complicate some of these design questions.

We also decided that we would focus our activities on certain forms that we thought might benefit most from being translated, for general discussion purposes, into plain English. We have tried our hand, in a forthcoming FTC manual, to produce a periodic statement that is in a more plain English format.

You can't do very much with the words there because there are Federal constraints on some of these communications. However, you can do something with the format.

We also looked at basic communications, such as changes in terms, that occur from time to time in open-end accounts, and noticed that some companies sent them out in neat little forms to draw attention to them, in very careful and plain English. Other companies send them out with much too much text and with old-fashioned, legal language being used.

It has been a fascinating exercise. We have made a number of recommendations about improving the quality of the model forms at the Federal Reserve, for the Equal Credit Opportunity Act, and the Truth in Lending Act and its compatriots.

Explanation of Flesch Reading Ease Test

The Flesch test was developed by Dr. Rudolf Flesch, a communications expert, to rate the readability of written material.

The test considers the average number of words per sentence and the average number of syllables per 100 words. A conversion table is then used to give a "reading ease score." Scores range from 0 (least readable) to 100 (extremely easy).

The minimum score for plain English is 60. To reach this score, material should average about 20 words per sentence and 1.5 syllables per word.

Here's how scores translate to grade level:

Score	Grade Level
90 to 100	5th grade
80 to 90	6th grade
70 to 80	7th grade
60 to 70	8th-9th grade
50 to 60	10th-12th grade
30 to 50	college
0 to 30	college graduate

Source: Flesch, Rudolf. *How to Write Plain English*. New York: Barnes & Noble Books, 1979, pp. 23-25.

The Plain English Contract

Carl Felsenfeld
Professor, Fordham
University Law School

The process of revising a contract so that it meets the objectives of the plain English movement is divided into three parts. The process is basically, one, content, two, language, and three, design.

In part one you decide what is going to be in your contract. Every agreement that we write, every talk that we give, every law that we write, every course that a professor gives, every conversation that you have with a friend, is to some extent limited by the practicalities of the situation. We cannot cover everything.

Preparing a contract is similar to the process that lawmakers use when they write a law. I've seen lawmakers say, we must write this law, and we can only cover this subject so far. We hope that, beyond this, it will be up to the courts to figure out the areas we couldn't cover, or the law would go on endlessly.

Writing a contract is similarly a question of using good judgment—determining what is likely to arise and what is unlikely to arise. Because you can't have the history of the world in every agreement.

Then we start dividing contracts into complex transactions where we can find out what ought to go in. But how do you find out what ought to go in—this is the hardest part.

In preparing Citibank's plain English promissory note we talked to people who were responsible for various functions, and we said, "Is this important? Does it have to be there?" And then we weighed their answer to that question against their own perceptions of the transactions, their own responsibilities, and their own traditions. For example, if you asked executives who were responsible for collection practices if you could take somebody's property under certain circumstances, chances are they said, yes, that had to be there. Yet, if you asked the same question of those who were responsible for marketing the product, they said, no, of course those don't have to be there. It was a drill that lasted for months. It comes down to your own good judgment, and who is calling the shots. That's number one.



Panelists David Collins of General Motors, Sarah Hughes of the FTC, Carl Felsenfeld of Fordham University and Lee Gray of the Document Design Center.

Part two involves writing it down, once you have established what ought to be there. That's the language thing we have all been talking about.

The simplest language is not always the best language. I don't know that we would like the Constitution to be in the language of the streets. "We hold these truths to be self-evident" has a nice ring to it. "We think these things are true"—I don't know.

"The simplest language is not always the best language. I don't know that we would like the Constitution to be in the language of the streets . . . 'We think these things are true'—I don't know."

There is a certain benefit to serious language, to language that rings, that lets people know that they are entering into a transaction that we intend the courts to enforce. This is not a light-hearted matter.

There is a type of language that is entered into among educated people, and not those that do not have education. There is a type of language that is entered into with people with particular skills. When you apply to the Su-

preme Court, to ask them to hear a case, you apply for certiorari. It's a term of art. I suppose we could replace that with something like, "Hey, fellows, we're asking you to hear this case because we think it was wrong below, and we would like you to reconsider." That might work well, also, but there is a certain discipline and a certain attention to technical understanding that goes with the application for certiorari. You must match your language to the concept of the transaction, of the people who will be entering into it, what they understand, what they don't understand, the gravity of the transaction, and the locale of the transaction.

These are matters of judgment. They are not rules. If they were all rules, we would give you a set of rules, and you wouldn't have had to come here to hear these discussions.

The third part pertains to how the substance of part one and the language of part two are presented. One of the problems with the Citibank note is that it was written and printed by a lawyer, and nobody gave any sense to the fact that there were those great, dense paragraphs. There were too many lines—too many words on a line, and that has become a science. People know, based upon the size of the type and the type of the word, how many words ought to be on a line, and spacing between words, and typography.

Typography is a very interesting subject. There are all kinds of type, and the reason is that they reflect upon one's reading ability.

You've heard that you shouldn't, as a rule, put everything in all capital letters. They're hard to read, because they're all the same size, and your eye doesn't pick up the variations.

The more you learn about type size, the use of type, line length, the space between lines, justified and non-justified type, the length of paragraphs, and all that sort of thing, the clearer you are going to be able to write, because your audience will be able to read it more clearly.

The last subject I would like to address pertains to what we can do collectively as a type of political action group. Every state has its own set of laws. There is a great problem in the United States in that laws vary from state to state, and while it may be easy to go from one state to another, it isn't easy to adapt to the different sets of laws.

The National Conference of Commissioners on Uniform State Laws is a group that is designed to write laws that

are supposed to be the same in all states. It is a hardworking, continually operating group, with representatives from every state, appointed by the governors of those states. The Conference drafts laws that are designed to be passed by the states. Some of those laws are very significant such as the Uniform Commercial Code.

The Commissioners on Uniform State Laws have a committee to decide what types of laws ought to be drafted. That committee met about two years ago, and considered the prospect of a plain English law to be adopted by all the states. It decided there need not be a plain English law, and so the concept of legislation in the plain English movement lost a great deal of momentum, because there was no uniform plain English law, or plain-language law, as it might better be called, for adoption by the states.

Just recently, the idea has resurfaced, that perhaps the Commissioners should address that topic, and write a uniform

plain-language law, go back to the states, and give a renewed emphasis to legislation in this area. You as conference participants, coming from a number of different states, could probably perform a significant service by going to the Commissioners on Uniform State Laws in your particular state, and telling them you think there ought to be a uniform law. If you are connected with consumer groups, industry groups, trade groups, or if your company, employer or Better Business Bureau happens to have a particular clout in that state, it might be useful for you to go to the Commissioners on Uniform State Laws, and say, readdress the topic of a uniform plain-language law.

If you're interested in pursuing it even further, contact me at the Fordham Law School in New York. Maybe we can start something here today, where we can say, this is where it began, and we changed the world.

Using Plain English in Owner Manuals and User Guides

Lee L. Gray
Acting Director,
Document Design Center

In the book "Elements of Style," author E. B. White stated that, "The reader is in serious trouble most of the time, a person floundering in a swamp." "The writer's job," said White, "is to drain the swamp quickly and get the reader up on dry land, or at least toss him a rope."

That mental image of tossing a rope to your reader is particularly accurate when you are creating a manual, a guide that tells the reader how to do something. Readers of manuals are indeed floundering in swamps most of the time, but we can change that, if we take advantage of recent research, if we follow a few basic guidelines, and if we have the guts to be innovative.

Manuals come in many forms and formats. A few examples—a use and care guide for a vacuum cleaner, an installation guide for hooking up a VCR, an owner's manual for an automobile, a user's manual for a personal computer. My points will apply to all of these, and to other manuals.



My first topic is "how do users use manuals?"

Researchers have found that how users use manuals depends on the kind of manual and on the user's need. For example, a user may read a manual straight through from beginning to end. It doesn't happen often. It is most likely to happen if it's a short use and care booklet that gives the reader a bird's eye view of how to do a particular task, such as use and care for a dishwasher.

More often, a user will need to locate particular instructions for carrying out one task, in a manual that presents many tasks—for example, finding the directions for changing the bulb in your car's tail light. Your owner's manual is loaded with instructions for various tasks.

Then again, a user may be searching for a quick answer about how to complete one subtask. That is a typical problem for users of computer manuals. They frequently get stuck midway in a



Moderator Dianne McKaig (left) of Jones & McKaig introduces panelists Richard Mathisen of Prudential, Jane Marden-Stephens of AGA, Matthew McGrath of Citibank and John Chervokas of *Madison Avenue* magazine.

task, and have to turn to the manual to dig their way out of a particular problem. The most serious problem with computer manuals is that the reader cannot quickly and easily find the information he or she needs. The way to solve this problem is to organize the manual around the user's tasks, not around the product.

Most user's manuals for computers have been developed by programmers, or by engineers, who are enthralled with the product. The user wants to know how to complete the tasks. But that is not the way manuals have been organized for most computer products in the past. This happens to be true of practically all consumer product manuals.

One method to better ensure that a manual meets the user's needs is to test the document for usability. These tests have two purposes—to diagnose what is wrong with the product, and to make recommendations about the documentation. The results of these tests will be reliable if the test has been carefully designed and conducted in a well-organized usability test lab.

It is very important, for instance, to select users who are typical of the people who are going to be using that particular product. The reason is that the user's knowledge, experience, and education may severely affect how well they can perform the task with the product.

Now, I would like to provide a few basic guidelines for organizing usable manuals.

A. Always start your manual with an overview. You may call it an intro-

duction or an introductory summary if you wish. You may use any title that is going to fit your content, but be sure that the introduction accomplishes three goals:

1. It must tell what the manual will help the reader to do.
2. It must explain quickly how the manual is organized.
3. It should suggest how the reader should use the manual.

"Readers of manuals are indeed floundering in swamps most of the time, but we can change that, if we take advantage of recent research, if we follow a few basic guidelines, and if we have the guts to be innovative."

B. Develop an informative table of contents. This table should show the reader how the manual is organized, and it should quickly lead your reader to the information that he or she needs.

Since you have organized your manual by tasks, your table of contents will show the reader what the tasks are, and it will present the tasks in a logical sequence.

C. At the beginning of each chapter or section, tell the reader what the chapter will cover. This will reiterate,

in a sense, what your table of contents set out. It will also give you more break-outs than your table of contents can. It will include subtopics, subtasks, subheadings.

You may narrate this chapter preview in an introductory paragraph. You may present the chapter subtasks in a bulleted list, or you may start the chapter with a box that previews by giving all of the subheads in that chapter. You may find another device of your own, but once you have chosen the device carefully, repeat it. Use it consistently in the beginning of each chapter. The reader is going to quickly catch on to what you are doing, and feel comfortable with this approach.

D. Use informative subheads throughout the manual. Make your subheads task-oriented, and make your subheads action-oriented by using verbs.

For example, if you are writing instructions about how to apply for a loan you are not actively informing the reader if you use the subhead, "Eligibility." This single noun is pretty vague and fuzzy. But you are being informative if you write the subhead, "Applying for a Loan." Or you could turn the subhead into this question, and say, "Can I get a loan?" Both of those possibilities tell your reader a lot more. They are distinctly more informative than the one word, "Eligibility."

Your objective should always be to reflect the reader's viewpoint. Meet the reader's need for information, get the reader out of a swamp, throw him or her a rope, and pull the person up on dry land.

How Plain English Pays Off in Insurance Policies

Richard Mathisen
Manager, Consumer Affairs,
Prudential Life Insurance
Company

It is a shock to me to think of the insurance industry as a pioneer, because it is not really known for its innovative ways. Yet eight or nine years ago the industry took it upon itself to make a tremendous change in almost every insurance policy that is issued in the country. If your life insurance policy is more than ten years old you will have considerable difficulty reading it. If it's recent, within the past five years, you'll find that it is much easier to read and it makes a lot more sense.

This was something that happened over the space of a very short time. The primary reason this happened is because the old policies were too hard to read. The second reason it occurred when it did was the strong consumerism movement that was taking place in the mid-1970s.

"We are also spending more time and effort improving a document's presentation, organization, design, and its sequence. Now we realize it's not just wording that makes a document readable."

Insurance commissioners began to jump on this consumerism bandwagon. Pennsylvania State Insurance Commissioner Herb Denenberg, for example, put out a set of guidelines for insurance policies. Massachusetts and Minnesota passed laws, and the industry was faced with a situation where there was a lot of pressure for plain English in policies. There were some companies that did this on their own, but by and large, the industry was in a posture where it



couldn't say no.

There were also a lot of objections within the industry because there is a cost involved in redrafting everything into plain English. But what probably scared the insurance industry as much as anything was a stipulation that each policy had to meet something called "the standard" or "measurement" of clarity. Our industry is overviewed by 50 state insurance commissioners who approve every single one of our policies and every single word in every one of our policies. So imagine trying to write a policy that 50 different people agree is clear and understandable. This is what led to the eventual settlement on using the Flesch mechanism for measuring clarity. This mechanism takes the number of words per sentence, syllables per word, et cetera and grades a document for clarity. The advantage from the insurance industry's standpoint was that it was objective. There was no judgment involved. You either met the score or you didn't. (See page 14.)

So then they started passing laws that said, you must have a score of at least 40 on the Flesch test. I think that is the standard, in the National Association of Insurance Commissioners Guidelines, that was finally passed in 1978. Our company, however, was very worried that that standard wasn't going to stay the same. Some states were talking

about a score of 45, the higher the better. Some were even talking about maybe 50. So we wound up trying for a score of 70, and hit somewhere around 66 or 67.

Today, almost ten years after we completed this process, it is interesting to note that most of the people who opposed the effort have flipped 180 degrees around, and said, "Hey, there is a simpler way you can word this. You can have the same protection, and not give away anything from the company's standpoint, but you can make it clear."

A second thing going on right now is sort of a retrenchment. The problem occurs when you take something that has been simplified and begin adding endorsements to it. You create something which no longer has the same impact as it once did. So we may have to look at these again. This has been particularly true in property, casualty, auto and homeowners' policies. Life insurance policies don't change.

The insurance industry is also looking into improving the clarity of other communications, such as computer-generated letters, billing notices, loan forms, and dividend statements.

We are also spending more time and effort improving a document's presentation, organization, design, and its sequence. We now realize it's not just wording that makes a document readable.

Benefits of Plain English to Utilities

Jane Marden-Stephens
Director, Consumer Affairs
American Gas Association

It has taken a long time for the gas industry, and utilities in general, to begin redrafting consumer communications into plain English. Although we have begun to make some headway we really have just scratched the surface.

While it took our industry longer to begin this effort than some other industries, we are now moving ahead because of such benefits as: improved company image, improved productivity, streamlined procedures, increased sales, and reduced time and costs.

One of the most dramatic changes has been in the way utility bills are written and designed. Before this effort to improve the bills began, our bills were criticized as being too cluttered, too intimidating, frustrating to read, and difficult to locate information. The bills also contained too much industry jargon.

Our first step was to bring together a group of consumers to discuss where improvements could be made. They started

"On interesting benefit of this corporate movement toward plain English is the tremendous support and interest we are getting from our employees. By participating in various corporate workshops our employees are improving their reading and writing abilities. It is paying off in good company morale."

working with a writing team, and they found out that between 60 and 80 percent of the people were interested in seeing a number of new things on their bills. They wanted more information about lifeline rates and customer charges. They wanted to know about the last payment that they made, and whether we could print the due date on the bill somewhere. Approximately 80 percent of the people they talked with were



interested in those particular things. The group started rewording their particular bill again, working with more consumer groups. They're the key to success. A consultant is not enough.

After the changes were made we surveyed consumers to determine whether they were satisfied. Ninety-two percent of the respondents felt the bill now contained all the information that they needed, compared to 83 percent with the old bill. Based on ease of use the response rose from 83 percent to 97 percent. Easiness to read rose from 80 percent to 97 percent. Confusion factor declined from 50 percent to only five percent, and only 14 percent of the respondents felt the revised bill contained more information than they needed compared to 33 percent with the old bill.

What did these changes mean to the bottom line? The total cost of the changes to this bill including computers, new forms, envelopes, even the consultant, was \$224,000. The number of consumer billing inquiries they counted up in the region and headquarters were about 84,000. It cost them approximately \$3 to handle a complaint on a bill, 3 x 84,000 is \$252,000, but it only cost \$224,000 to make the changes. They saved about \$28,000 a year. That is pretty significant.

One company I know puts these numbers on complaints—\$10 to handle a phone call, \$20 to handle a written

communication, \$80 to go out and check a meter, a high bill complaint, written or phoned in, \$125, and a utility commission complaint, \$400. It has taken us years to get to the point where we can get these figures. It is very exciting, because now we can look at and quantify the benefits of plain English.

Customer satisfaction is the place where one begins to discuss any business. The fastest growing segment of our customer population, and the one with the most social and economic clout, is that of senior citizens. For all intents and purposes they own our industry. The average utility stockholder is over 65 and retired. They're politically active and as a result they have virtually changed the way we do business at the federal and state level. They also pay their bills on time. Ironically while the wealth in this country is controlled by those over 55, the poorest of the poor are the poor, frail elderly.

We have a tremendous challenge to communicate with all of these different segments of our customer base, so we are looking to organizations that tell us how. The American Association of Retired Persons has helped us by recommending the size of the type we should use, the color of the paper, the size of the graphics, and the color of the print.

The payoffs of informing a majority of our customers about what is important to us is very critical.

Another factor that we must consider

as we prepare communications for public consumption is that 23 million adults are illiterate. We are now working on symbols and pictures, but the important thing here is that we have a different customer segment to talk about.

One interesting benefit of this corporate movement toward plain English is the tremendous support and interest we

are getting from our employees. By participating in various corporate workshops our employees are improving their reading and writing abilities. It is paying off in good company morale.

The newest challenge that we have facing us is how to best communicate with customer-activated computer ter-

minals. In 1986, there were less than 30,000 not counting the automatic teller machine (ATMs) at banks. By 1990, there will be 70,000 of them, and they will account for \$5 billion in sales.

If you have ever used them, they are very easy to use. Somebody is doing a great job in terms of plain English.

Plain English Helps the Financial Services Industry

Matthew J. McGrath
Vice President-Marketing
Support, Citibank

I would like to share with you my experience of several years ago in a plain English project that I was asked to manage. First of all, a little background. My division is responsible for serving the banking and investment needs of wealthy individuals who don't live in the United States. My job is to provide products and services of a banking nature for those clients.

Part of that responsibility is documentation, and my talk is about a documentation problem that we had, and we think we solved some years ago. We started a project by doing a user survey, and asking the users of the documents what exactly was wrong with them, and how we could improve them, and we ended up with a test of the revised documents to make sure that they did work.

Our first obstacle was that we had a language problem. Being in the international area of the bank, and being involved with clients from various countries, we had account agreements that referred to different accounts that had been developed over many years. But when we looked at the overall problem, we knew it was much bigger. We found that we had many different accounts, and many different forms for each of these accounts. The accounts were booked in different locations. They were sometimes booked in different currencies, and we were always adding new types of accounts that required new forms.

To complicate things further, if a client decided to switch his account from one location to another, that usually required another form. On top of that, we had a variety of related forms that dealt with how we would deal with

the accounts, in terms of transactions and servicing, and all in all, it was a rather bungled, messy group of forms. In summary, we had 15 different types of accounts, and 64 forms to service those accounts. We knew we would have to do something, or else we would all drown in the paperwork.

The first thing we tried to define was our objectives in the project. The first

"We had 15 different types of accounts, and 64 forms to service those accounts. We knew we would have to do something, or else we would all drown in the paperwork."

thing we decided was that we wanted a long-term solution, one that would survive the test of time. Fixing one form wouldn't help our cause. So we felt that we should look at this project as the development of a form system, and that each form would be related to another. Wherever possible, we would try to

consolidate the forms, to relieve some of the complications of dealing with so many forms.

We also felt that the front of the form should be a subject of plain English improvement as well. The front of the form includes all the information that is dealt with both by the customer, as a user, and by bank staff, who have to process the transaction that is detailed there.

Another important objective of our project was to make optimum use of available technology. For example, we decided that the best way to arrange the front of the form was to make it look like the computer screen on which you input that data. That helps to get data in correctly, and get it checked with fewer mistakes.

Finally, the layout and design of the form, we felt, was very important. We put the forms into a test use before we went with them.

The result of this effort was that the 64 forms that we had are now reduced to four forms:

1. an application and account agreement, which is a way to capture information about the client and the account;



2. an input form to do a financial transaction on the account;
3. a form for doing other client services, such as an address or title change; and,
4. an internal instructions form to the computer, to cover a variety of transactions.

Many of the items that we felt we couldn't put in here are captured in a customer handbook of rules and regulations about the account. We also went from six signature cards to one.

Keep in mind that since our clients are international, one significant objective was to communicate details about the account in the client's language. Although we couldn't do all the languages we did program the computer to respond in plain Spanish, plain French, plain German and a number of other languages.

Since these forms were introduced in

1983, Citibank has developed and introduced ten new products that we offer to our clients. As testament to our new system all of these new products are accommodated on these forms.

Among the major benefits was that the account staff and the sales force would now only have to deal with four forms, and find their job much simplified. Their administrative time is reduced to a minimum, at least in dealing with paper, and they can spend more time selling.

Finally, I think the clients are quite pleased to have simple forms that they can deal with. At least, if they can't speak to the client in plain German, in terms and conditions, we can start out in plain English, and have a simple, straight-forward form system to use with the client. That means satisfied clients. And satisfied clients mean more business, no matter what business you are in.



Plain English and Creativity in Advertising

John Chervokas

Editor-in-Chief,

Madison Avenue Magazine

Plain English is meant to be terse, not tortured; precise, not purple; crisp, not convoluted; and that is good, sometimes. But plain English can also be clinical, not colorful; prosaic, not ear-pricking; expected, not exciting; and that's bad, almost all the time. The only time it is not bad is when plain English is used in dispassionate language.

Dispassionate language is what you have been discussing all day, the language of owner warranties and policies and deeds, that ever-metastasizing mountain of judicial and financial gibberish. While I applaud your efforts to simplify language in all dispassionate communication, I also remind you that dispassionate communication comprises only about five percent, if that, of all human communication.

Consider this. The reason a plain English movement has been needed in the first place is because the world of commerce, the world of law and the like, have never considered themselves to be part of the passionate world. Had they done so, they also could have used passionate language, which is clear and

understandable, but memorable. But because law and business consider themselves to be button-downed, wing-tipped, dispassionate disciplines, these people have created the fuzzy lexicon of dispassionate words and phrases that cloud consumers' minds, and you're right in fighting that.

But unwittingly, you plain English advocates, you crusaders for clarity, you may have inspired some of the advertising that America is cringing at today.

Some advertising language has become so simple it's downright simple-minded. Now, everyone knows what the simple words "new" and "improved" mean. So advertisers use "new" and "improved" over and over and over again. Cliches, you see, are so clear and simple.

"Nine out of ten headache sufferers prefer"—don't thank me, thank brand whatever. They're all clear, they're all understandable, and they're all irritating.

Business Week is one of my favorite magazines, yet it is crammed with corporate ads for companies who say such things as, "We have made a commitment to quality," and "We're in the vanguard of state-of-the-art engineering," and this one which I love—you see it all the time, "We're planning for tomorrow today."

We all know what quality and commitment and today and tomorrow mean, don't we? But those plain English words,

linked together in that plain, easy way, are boring consumers something silly.

So, keep your fine efforts with the five percent of communication that thinks of itself as dispassionate, and therefore sees some need to make a euphemistic mishmash of language. But let's keep the plain and prosaic out of advertising.

In our passionate playground of advertising, we cheer companies like Levi, who design, for us mature men, jeans with, a "scoch more room." What a wonderful, wonderful, ear-pricking, different word. We honor Paco Rabanne fragrance, which captures the real, and understandable, and memorable language of people in lust. We honor a car company that says something as colorful as, "We sweat the little details." Sweating the details is the same thing as commitment to quality, isn't it? The same thing, yes, but in ever so much more ear-pricking language.

John Maynard Keynes, better known for his economic theories than his linguistic ones, nonetheless wrote that, "Words ought to be outrageous, for they are, after all, assaults of thought on the unthinking."

Very few people now, within a 10-mile radius of this very room, are at this moment thinking about a plaque-fighting toothpaste, or a non-alcoholic beer, or a new contraceptive roach killer.

It is the charge of the advertising practitioner to unleash some outrage-

ous words, or outrageous word combinations, to assault those unthinking consumers.

Now, it is different when someone is reading a life insurance policy, to be sure. That person must quickly understand the details and the specifics. The person has already been predisposed, by advertising perhaps, to consider that policy. The John Hancock policy, with all due deference to competition here, for example, may be written in plain, dispassionate language, but those wonderful John Hancock commercials were written in plain, but moving, passionate language. Here, then, I see is the major distinction—to persuade, one must be passionate. To instruct, one can be, if one so chooses, dispassionate.

I'd like to read to you now one of the clearest, simplest, easiest to understand lines, ever to appear in an ad. Considering the number of times this line has appeared, and the number of people who have read it, this line is the most dismally unsuccessful line in the history of advertising.

The line reads: "Warning: The Surgeon General has determined that smoking is dangerous to your health." That line is perfectly understandable, and clear, and dispassionate. Why dispassionate? It was created by dispassionate groups, like government officials, the FTC, and a fearful tobacco industry. As you may know, we now have four dif-

"The reason a plain English movement has been needed in the first place is because the world of commerce, the world of law and the like, have never considered themselves to be part of the passionate world."

ferent Surgeon General warnings running in rotation. They too are factual, and they too are lops.

A few months ago, I thought it would be interesting to see what ad people could do if they were asked to write a more compelling but still factual Surgeon General's warning. So we ran a contest in *Madison Avenue* magazine doing just that. We received over 750 entries, from every part of the country—passionate entries, because, after

"Plain English is meant to be terse, not tortured; precise, not purple; crisp, not convoluted."

Julius Chernick

all, ad people are passionate people. The entries, though, were simple, clear and factual.

Just two weeks ago, here in Washington, I presented the 26 best entries to Dr. Koop, the Surgeon General. And some entries were heart-rending, others humorous, others shocking, but all were simple and clear and passionate, like the one from the man in Chattanooga, Tennessee, who wrote, "Warning: Quitting smoking now greatly enhances your chances to see your children grow up."

It's plain, powerful, passionate English—understandable, too; and this from a woman in San Francisco, "Warning: Umbilical cords are not equipped with cigarette filters."

Plain, simple humor can be powerful, too, like this one—"Warning: Smoking will void your manufacturer's warranty."

And they also can be very, very human, like this one—"Warning: Smoking may cause foul-smelling breath, resulting in a decline of social options and a decrease in sexual activity."

And listen to the grand prize-winning entry, 13 of the clearest words in the English language. The way these words are strung together makes for a riveting statement. "Warning: Studies prove,

the more cigarettes you smoke, the sooner you will die."

The late Canadian economist and humorist Stephen Leacock wrote "Ad-

"You have found areas where there is a need to clarify language, and as you go about your work of clarification, please don't forget that this energetic, kinetic, marvelously maleable language of ours deserves celebrating too."

vertising is the science of arresting the human intelligence long enough to get money from it." I am happy and proud to have spent most of my adult life arresting the human intelligence, using the same simple and clear and plain English that you use every day. You have found areas where there is a need to clarify language, and as you go about your work of clarification, please don't forget that this energetic, kinetic, marvelously maleable language of ours deserves celebrating too.

**Original
Consumer
Promissory
Note
(back)**

NOTICE OF PROPOSED GROUP INSURANCE

Credit life insurance on the life of the "Borrower" obligated under the Note on the reverse side hereof may be taken out by the Bank under a group life insurance policy issued to the Bank by The Prudential Insurance Company of America, having its home office in Newark, New Jersey. Such insurance, if effected on the life of the Borrower, will be effective from the date of said Note until the Note is repaid, or said group policy terminates, or the final maturity date of the Note, whichever first occurs, in an amount necessary to reduce or extinguish the Borrower's indebtedness under said Note, but not to exceed \$20,000 in respect of all indebtedness of the Borrower to the Bank for which the life of the Borrower may have been insured under said group life insurance policy, the proceeds of which insurance shall be paid to the Bank for application to the discharge of such indebtedness. If an identifiable charge is to be made to the Borrower for such insurance, the amount thereof will be set forth at Item (b) of the Note on the reverse side hereof. If any such insurance for which an identifiable charge has been made to the Borrower is declined by the insurer or otherwise does not become effective, the Borrower will be given immediate notice thereof and any such charge paid by the Borrower will be promptly refunded. The Borrower will receive a certificate of insurance relative to any insurance effected on his life within 30 days of the date of the Note.

BORROWER TO SIGN IF IDENTIFIABLE CHARGE IS MADE

THE APPLICATION FOR CREDIT EVIDENCED BY THE NOTE ON THE REVERSE SIDE OF THIS FORM HAS BEEN:

- ☐ **WITHDRAWN** - THE ACCOMMODATION REQUESTED CANNOT BE GRANTED AT THIS TIME EXCEPT ON THE TERMS OR CONDITIONS OFFERED TO YOU. THIS DECISION WAS BASED IN PART
- ☐ **DECLINED** - THE DECISION NOT TO GRANT THE ACCOMMODATION REQUESTED AT THIS TIME WAS BASED IN PART

☐ ON INFORMATION, NOT NECESSARILY OF A CREDITWORTHY NATURE, CONTAINED IN A CREDITWORTHY REPORT FROM THE CREDITWORTHY AGENCY(IES) LISTED BELOW:

☐ ON INFORMATION, NOT NECESSARILY OF A CREDITWORTHY NATURE, OBTAINED FROM SOURCES OTHER THAN A CREDITWORTHY AGENCY(IES). YOU MAY, WITHIN SIXTY DAYS OF THE DISCLOSURE, REQUEST A WRITTEN REPLY FOR THE REASONS FOR THIS DECISION.

SUMMARY OF CERTAIN SECTIONS OF ARTICLE 3-A OF THE PERSONAL PROPERTY LAW OF THE STATE OF NEW YORK:

- § 46-a • An assignment of earnings (Assignment) shall be contained in a separate written instrument, and at its top and just above the place reserved for the signature of the assignor, must be described in at least 10 point bold type, as an assignment of wages, etc. It must contain the name and address of the assignor and, on its first or on a writing permanently attached, identify specifically and describe fully the transaction to which it relates, the amount of the indebtedness, the date on which and place at which payments are to be made, and that it secures only the transaction or series of transactions described in such assignment.
- § 46-b • The Assignment must be personally executed by the assignor and a copy of it, and of any papers attached thereto, together with a copy of any papers executed by the assignor pertaining to the transaction described in the Assignment, must be delivered to the assignee before the note is filed with the assignor.
- § 46-c • Except as provided by Article 9 of the New York Banking Law, the charges made by the assignor must not exceed a greater rate than 10% per annum on the amount of the loan or advance, except as permitted by Section 5-531 of the General Obligations Law of New York.
- § 46 • Before an Assignment (except assignments given as security for money actually advanced to or at the request of the assignor by any bank, trust company or credit union doing business in the State of New York) shall be filed with an assignee:
- the assignor must be at least 21 days in default on a payment, and after such default the assignor must have mailed to the assignee by certified mail, return receipt requested, a copy of the Assignment and any attached papers, with a written notice that, unless the amount in default shall be paid within 20 days from the date of the mailing, the Assignment will be served on the assignor's employer, and advising assignor of his right to a hearing on the validity of the Assignment (pursuant to § 47-c, below) and any defense to the underlying debt;
 - if the assignor notifies the assignor of a defense, the assignor cannot file the Assignment until it obtains a court order;
 - the written notice given the assignor must instruct him to bring the notice with him and have any payment endorsed thereon and, if a payment is so endorsed, or if the assignor receives a written receipt referring to the notice, the Assignment cannot be served on the employer until subsequent default and similar notice;
 - if the notice is returned undelivered, it may then be served the same as a summons or mailed to the assignor by certified mail, return receipt requested, where he works.
- § 47-a • With the exception of an order made by a family court or in a matrimonial proceeding, the assignor, his employer or any other personized party may commence a special proceeding to vacate the Assignment in the county where assignor or assignor resides or where the Assignment is filed. The court may consider any defense to the Assignment and underlying debt, with burden of proof on each to be on the assignor, and may grant appropriate monetary relief. If vacated by a judgment it may be presented to the county clerk.
- § 48-a • No amount is deductible from the assignor's future earnings until at least 10 days have elapsed after a true and substantiated copy of the Assignment, together with an amount statement of the amount then due the assignor, has been filed with the employer, and if the assignor's wages or other income, of less than \$1,000 (a) the amount collectible in any month can be no more than 10% of the assignor's earnings in that month; (b) - (c) subordinate to any prior assignments, income execution or order under Section 5226 of the Civil Practice Law and Rules of New York.
- § 48-b • No amount is deductible from the assignor's future earnings unless the same exceed \$25 per week.
- § 48-c • Unemployment by the assignor at the time of or subsequent to the Assignment does not prevent the Assignment from becoming effective later.
- § 48 • Banks, Trust Companies and Credit Unions doing business in the State of New York are not required to file such an Assignment with any public office or officer.

Revised Consumer Promissory Note

First National City Bank

Consumer Loan Note

Date _____, 19____

(In this note, the words **I, me, mine** and **my** mean each and all of those who signed it. The words **you, your** and **yours** mean First National City Bank.)

Terms of Repayment To repay my loan, I promise to pay you _____ Dollars (\$ _____). I'll pay this sum at one of your branches in _____ uninterrupted _____ installments of \$ _____ each. Payments will be due _____ starting from the date the loan is made.

Here's the breakdown of my payments:

- | | | |
|-------------------------------------|----------|--|
| 1. Amount of the Loan | \$ _____ | |
| 2. Property Insurance Premium | \$ _____ | |
| 3. Filing Fee for Security Interest | \$ _____ | |
| 4. Amount Financed (1 + 2 + 3) | \$ _____ | |
| 5. Finance Charge | \$ _____ | |
| 6. Total of Payments (4 + 5) | \$ _____ | |

Annual Percentage Rate _____ %

Prepayment of Whole Note Even though I needn't pay more than the fixed installments, I have the right to prepay the whole outstanding amount of this note at any time. If I do, or if this loan is refinanced—that is, replaced by a new note—you will refund the unearned **finance charge**, figured by the rule of 78—a commonly used formula for figuring rebates on installment loans. However, you can charge a minimum **finance charge** of \$10.

Late Charge If I fall more than 10 days behind in paying an installment, I promise to pay a late charge of 5% of the overdue installment, but no more than \$5. However, the sum total of late charges on all installments can't be more than 2% of the total of payments or \$25, whichever is less.

Security To protect you if I default on this or any other debt to you, I give you what is known as a security interest in my ☐ Motor Vehicle and/or _____ (see the Security Agreement I have given you for a full description of this property), ☐ Stocks, ☐ Bonds, ☐ Savings Account (more fully described in the receipt you gave me today) and any account or other property of mine coming into your possession.

Insurance I understand I must maintain property insurance on the property covered by the Security Agreement for its full insurable value, but I can buy this insurance through a person of my own choosing.

Default I'll be in default
1. If I don't pay an installment on time, or
2. If any other creditor tries by legal process to take any money of mine in your possession.

You can then demand immediate payment of the balance of this note, minus the part of the **finance charge** which hasn't been earned figured by the rule of 78. You will also have other legal rights, for instance, the right to repossess, sell and apply security to the payments under this note and any other debts I may then owe you.

Irregular Payments You can accept late payments or partial payments, even though marked "payment in full", without losing any of your rights under this note.

Delay in Enforcement You can delay enforcing any of your rights under this note without losing them.

Collection Costs If I'm in default under this note and you demand full payment, I agree to pay you interest on the unpaid balance at the rate of 1% per month, after an allowance for the unearned **finance charge**. If you have to sue me, I also agree to pay your attorney's fees equal to 15% of the amount due, and court costs. But if I defend and the court decides I am right, I understand that you will pay my reasonable attorney's fees and the court costs.

Comaker If I'm signing this note as a comaker, I agree to be equally responsible with the borrower. You don't have to notify me that this note hasn't been paid. You can change the terms of payment and release any security without notifying or releasing me from responsibility on this note.

Copy Received The borrower acknowledges receipt of a completely filled-in copy of this note.

Signatures	Addresses
Borrower _____	_____
Comaker _____	_____
Comaker _____	_____
Comaker _____	_____

Hot Line If something should happen and you can't pay on time, please call us immediately at (212) 559-5061.

Personal Finance Department
First National City Bank

PBR 668 Rev. 1/75

CBBB Forum Faculty

Program Chairman: Peter J. DeLuca, Senior Vice President & General Counsel, General Foods Corporation.

John Chervokas, Editor-in-Chief, *Madison Avenue* Magazine

David A. Collins, Senior Counsel, Legal Staff, General Motors Corporation

Carl Felsenfeld, Professor, Fordham University Law School

James S. Fish, Dean of the Graduate Program in Business Communication, College of St. Thomas

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